



NOTICE OF SOLICITATION

SERIAL 06072-C

INVITATION FOR BID FOR: PERSONAL HYGIENE; BAR SOAP (NIGP CODE 65216)

Notice is hereby given sealed bids will be received by the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, until 2:00 P.M./M.S.T. on **SEPTEMBER 26, 2006** for the furnishing of the following for Maricopa County bids will be opened by the Materials Management Director (or designated representative) at an open, public meeting at the above time and place.

All bids must be signed, sealed and addressed to the Materials Management Department, Materials Management Center, 320 West Lincoln Street, Phoenix, Arizona 85003-2494, and marked **"SERIAL 06072-C INVITATION FOR BID FOR PERSONAL HYGIENE; BAR SOAP (NIGP CODE 65216)."**

The Maricopa County Procurement Code ("The Code") governs this procurement and is incorporated by this reference. Any protest concerning this Invitation for Bid must be filed with the Procurement Officer in accordance with Section MC1-905 of the Code.

ALL ADMINISTRATIVE INFORMATION CONCERNING THIS INVITATION FOR BID AND THE CONTRACTUAL TERMS AND CONDITIONS CAN BE LOCATED AT <http://www.maricopa.gov/materials>. ANY ADDENDA TO THIS INVITATION FOR BID WILL BE POSTED ON THE MARICOPA COUNTY MATERIALS MANAGEMENT WEB SITE UNDER THE SOLICITATION SERIAL NUMBER.

BID ENVELOPES WITH INSUFFICIENT POSTAGE WILL NOT BE ACCEPTED BY THE MARICOPA COUNTY MATERIALS MANAGEMENT CENTER

DIRECT ALL INQUIRIES TO:

Andrea Stupka
PROCUREMENT OFFICER
TELEPHONE: (602) 506-3504

NOTE: MARICOPA COUNTY PUBLISHES ITS SOLICITATIONS ONLINE AND THEY ARE AVAILABLE FOR VIEWING AND/OR DOWNLOADING AT THE FOLLOWING INTERNET ADDRESS:

<http://www.maricopa.gov/materials/advbd/advbd.asp>

TABLE OF CONTENTS

NOTICE

TABLE OF CONTENTS

NO RESPONSE DOCUMENT

M/WSBE CONTRACT PARTICIPATION

SECTION:

1.0 INTENT

2.0 SPECIFICATIONS

3.0 SPECIAL TERMS & CONDITIONS

ATTACHMENTS:

ATTACHMENT A – PRICING

ATTACHMENT B – AGREEMENT/SIGNATURE PAGE

ATTACHMENT C – REFERENCES

EXHIBITS:

EXHIBIT 1 VENDOR REGISTRATION PROCEDURES

SERIAL 06072-C

NO RESPONSE

Respondents not responding to this Invitation for Bid are asked to complete this document and return it to Maricopa County Materials Management Department, 320 W. Lincoln St., Phoenix, AZ 85003-2494 or fax to 602/258-1573.

MARK OUTSIDE ENVELOPE "SERIAL 06072 -C"

Responses must be received **BY 2:00 P.M., SEPTEMBER 26, 2006**. Respondents failing to submit a bid, or this document, may be subject to removal from the Maricopa County Materials Management Contractor List.

SERIAL 06072-C

TITLE: PERSONAL HYGIENE; BAR SOAP (NIGP CODE 65216)

CONTRACTOR NAME: _____

ADDRESS: _____

PHONE: _____ CONTACT: _____

REASON FOR NOT SUBMITTING A BID:

_____ Insufficient time
_____ Do not handle product/service
_____ Other: _____

IMPORTANT

PLEASE READ BEFORE SUBMITTING YOUR BID

M/WSBE CONTRACT PARTICIPATION

For this Contract a combined M/WSBE goal of 0% involvement is established for Minority/Women-Owned Small Business Enterprises (M/WSBE). This goal may be attained singularly or by any combination thereof to create the overall designated percentage involvement goal. Instructions and required forms are included in the Minority/Women-Owned Small Business Enterprise Program Contracting Requirements section. The Maricopa County Minority and Women-Owned Small Business Enterprise Program, revised June 14, 2000, is incorporated by reference

The Materials Management Department of Maricopa County will endeavor to ensure in every possible way that Minority and Women-owned Small Business firms shall have every opportunity to participate in providing professional services, materials, and contractual services to the Materials Management Department of Maricopa County without being discriminated against on the grounds of race, religion, sex, age or national origin. The Maricopa County Minority Business Program, effective January 1, 1992, is incorporated by reference.

INVITATION FOR BID FOR: PERSONAL HYGIENE; BAR SOAP (NIGP CODE 65216)

1.0 INTENT:

The intent of this Invitation for Solicitation is to establish a contract for institutional size Bar Soap for various County-using agencies.

2.0 SPECIFICATIONS:

2.1 TECHNICAL REQUIREMENTS:

- 2.1.1 Shall lather freely in hard or soft water, be mild, and contain an anti-bacterial ingredient proven to work in a safe, effective manner.
- 2.1.2 Shall inhibit the growth of Staphylococcus Aureus FA 209 and Escherichia Coli ATCCF 11229.
- 2.1.3 The following deodorant soaps have been approved by Maricopa County: Dial; White King #32455 Mission Bell Gold and Sierra Pine; Purex Premier; Proctor & Gamble Safeguard or equal.
- 2.1.4 Size: ½ ounce bars or 14.175 grams.
- 2.1.5 Packaging: Approximately 500 or 1000 Bars to a case, unwrapped. Bidder to state size of case on pricing page.

2.2 USAGE REPORT:

The Contractor shall furnish the County upon request a quarterly usage report delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

2.3 DELIVERY:

Delivery shall be F.O.B. DESTINATION within fourteen (14) days of receipt of Using Agency purchase order, to any delivery location within Maricopa County.

2.4 EXPEDITED DELIVERY:

- 2.4.1 If the Using Agency determines that rush shipping or other alternate shipping is required, it shall notify the Contractor. The Contractor shall determine any additional costs associated with such delivery terms and communicate that cost to the Using Agency.
- 2.4.2 The Using Agency shall not advise the Contractor to proceed with an expedited shipment until acceptable terms are agreed upon and a purchase order is issued. Upon agreeing to the additional costs, the Using Agency shall advise the Contractor to proceed.
- 2.4.3 Upon receipt of material(s) and invoicing, the Using Agency shall ensure that any additional charges are in compliance with and do not exceed agreed to costs. The Using Agency shall retain all documents related to these costs within the agency purchase file.

2.5 SHIPPING DOCUMENTS:

A packing list or other suitable shipping document shall accompany each shipment and shall include the following:

- 2.5.1 Contract Serial number.
- 2.5.2 Contractor's name and address.

2.5.3 Using Agency name and address.

2.5.4 Using Agency purchase order number.

2.5.5 A description of product(s) shipped, including item number(s), quantity (ies), number of containers and package number(s), as applicable.

2.6 SAMPLES:

The Contractor may be requested to furnish samples (ten (10) bars or more) of material(s) bid for examination by the County. Any materials so requested shall be furnished within five (5) working days from the date of request and furnished at no cost to the County and sent to the address designated in the requesting correspondence.

2.7 STOCK:

The Contractor shall be expected to stock, sufficient quantities as may be necessary to meet the County's needs.

2.8 DISCONTINUED MATERIALS:

2.8.1 In the event that a manufacturer discontinues materials, the County may allow the Contractor to provide a substitute for the discontinued item or may cancel the Contract. If the Contractor requests permission to substitute a new material, the Contractor shall provide the following to the County:

2.8.1.1 Documentation from the manufacturer that the material has been discontinued.

2.8.1.2 Documentation that names the replacement material.

2.8.1.3 Documentation that provides clear and convincing evidence that the replacement material meets or exceeds all specifications required by the original solicitation.

2.8.1.4 Documentation that provides clear and convincing evidence that the replacement material will be compatible with all the functions or uses of the discontinued material.

2.8.1.5 Documentation confirming that the price for the replacement is the same as or less than the discontinued material.

2.8.2 Material discontinuance applies only to those materials specifically listed on any resultant contract. This will not apply to catalog items not specifically listed on any resultant contract.

2.9 BRAND NAME:

The County reserves the right to request samples to determine quality and acceptability of materials bid by Contractor. In some cases, brand names have been listed in order to define the desired quality and are not intended to be restrictive or to limit competition. Materials substantially equivalent to those designated shall qualify for consideration.

2.10 INVOICES AND PAYMENTS:

2.10.1 **The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:**

- 2.10.1.1 Company name, address and contact
- 2.10.1.2 County bill-to name and contact information
- 2.10.1.3 Contract Serial Number
- 2.10.1.4 County purchase order number
- 2.10.1.5 Invoice number and date
- 2.10.1.6 Payment terms
- 2.10.1.7 Date of service or delivery
- 2.10.1.8 Quantity (number of days or weeks)
- 2.10.1.9 Contract Item number(s)
- 2.10.1.10 Description of Purchase (product or services)
- 2.10.1.11 Pricing per unit of purchase
- 2.10.1.12 Freight (if applicable)
- 2.10.1.13 Extended price
- 2.10.1.14 Mileage w/rate (if applicable)
- 2.10.1.15 Arrival and completion time (if applicable)
- 2.10.1.16 Total Amount Due

Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.

2.10.2 Payment will be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form (to be provided by the Procurement Officer) or as located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/).

2.10.3 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

2.11 TAX:

TAX SHALL NOT BE LEVIED AGAINST LABOR. Sales/use tax will be determined by County. Tax will not be used in determining low price.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a three (3) year period.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

3.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract anniversary/expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

3.4 INDEMNIFICATION:

3.4.1 INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.5 PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize a procurement card that may be used by the County from time to time, to place and make payment for orders under the Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.6 INTERNET ORDERING CAPABILITY:

It is the intent of the County to utilize the Internet to place orders under this Contract. Contractors without this capability may be considered non-responsive and not eligible for award consideration.

3.7 NO GUARANTEED QUANTITIES.

The Contractor understands and hereby acknowledges that the County makes no representations nor guarantees the Contractor any minimum or maximum number of units of product(s) to be provided under this Contract

3.8 ORDERING AUTHORITY.

3.8.1 The Contractor should understand that any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Materials Management, or by a Certified Agency Procurement Aid (CAPA).

3.8.2 County departments, cities, other counties, schools and special districts, universities, nonprofit educational and public health institutions may also purchase from under this Contract at their discretion and/or other state and local agencies (Customers) may procure

the products under this Contract by the issuance of a purchase order to the Respondent. Purchase orders must cite the Contract number.

3.8.3 Contract award is in accordance with the Maricopa County Procurement Code. All requirements for the competitive award of this Contract have been met. A purchase order for the product(s) is the only document necessary for Customers to purchase and for the Contractor to proceed with delivery of product(s) available under this Contract.

3.8.4 Any attempt to represent any product not specifically awarded under this Contract is a violation of the Contract. Any such action is subject to the legal and contractual remedies available to the County, inclusive of, but not limited to, Contract cancellation, suspension and/or debarment of the Contractor.

3.9 INQUIRIES AND NOTICES:

All inquiries concerning information herein shall be addressed to:

MARICOPA COUNTY
DEPARTMENT OF MATERIALS MANAGEMENT
ATTN: CONTRACT ADMINISTRATION
320 W. LINCOLN ST.
PHOENIX, AZ 85003

Administrative telephone inquiries shall be addressed to:

ANDREA STUPKA, PROCUREMENT OFFICER, 602-506-3504
(astupka@mail.maricopa.gov)

Inquiries may be submitted by telephone but must be followed up in writing. No oral communication is binding on Maricopa County.

3.10 EVALUATION CRITERIA.

3.10.1 The evaluation of bids shall be based on, but will not be limited to, the following:

3.11.1.1 Compliance with specifications.

3.11.1.2 Price.

3.11.1.3 Determination of responsibility.

3.11.2 The County reserves the right to award in whole or in part, by item or group of items, by section or geographic area, or make multiple awards, where such action serves the County's best interest.

3.12 SUBMISSION PRICE CLARITY.

For reasons of clarity all submissions of pricing (Attachment A) shall be priced in the same unit (size, volume, quantity, weight, etc.) as the bid specifications request. Submissions (bids) failing to comply with this requirement may be declared non-responsive.

3.13 INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS.

Contractors shall provide one (1) original hardcopy (labeled) and one (1) electronic copy, including pricing, on CD. Contractors are to identify their responses with the bid serial number, title and return address to Maricopa County, Department of Materials Management, 320 West Lincoln, Phoenix, Arizona 85003. **The owner, corporate official or partner who has been authorized to make such commitments must sign bids.**

3.14 CONTRACTOR REVIEW OF DOCUMENTS.

The Contractor must review its Bid submission to assure the following requirements are met.

3.14.1 **Mandatory:** One (1) original hardcopy (labeled) and one (1) electronic copy of pricing on a CD;

3.14.2 **Mandatory:** Attachment “A”, Pricing;

3.14.3 **Mandatory:** Attachment “B”, Agreement; and

3.14.4 **Mandatory:** Attachment “C”, References.

3.14.4 **Mandatory:** Product Specification Sheet.

3.15 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

NOTE: CONTRACTORS ARE REQUIRED TO USE ATTACHED FORMS TO SUBMIT THEIR BID.

**ATTACHMENT A
PRICING**

SERIAL 06072-C
PRICING SHEET: C852004
NIGP CODE: 65216
BIDDER NAME:
VENDOR # :
BIDDER ADDRESS:
P.O. ADDRESS:
BIDDER PHONE #:
BIDDER FAX #:
COMPANY WEB SITE:
COMPANY CONTACT (REP):
E-MAIL ADDRESS (REP):

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: ____ YES ____ NO

ACCEPT PROCUREMENT CARD: ____ YES ____ NO

REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: ____ YES ____ NO ____ % REBATE
(Payment shall be made within 48 hrs utilizing the Purchasing Card)

INTERNET ORDERING CAPABILITY: ____ YES ____ NO ____ % DISCOUNT

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: ____ YES ____ NO

PAYMENT TERMS: BIDDER IS REQUIRED TO PICK ONE OF THE FOLLOWING.
TERMS WILL BE CONSIDERED IN DETERMINING LOW BID.
FAILURE TO CHOOSE A TERM WILL RESULT IN A DEFAULT TO NET 30.
BIDDER MUST INITIAL THE SELECTION BELOW.

NET 10	_____
NET 15	_____
NET 20	_____
NET 30	_____
NET 45	_____
NET 60	_____
NET 90	_____
2% 10 DAYS NET 30	_____
1% 10 DAYS NET 30	_____
2% 30 DAYS NET 31	_____
1% 30 DAYS NET 31	_____
5% 30 DAYS NET 31	_____

INDICATE PERCENTAGE OF M/WBE PARTICIPATION IF ANY HERE: _____ %

PLEASE INDICATE HOW YOU HEARD ABOUT THIS SOLICITATION:

____ NEWSPAPER ADVERTISEMENT
____ MARICOPA COUNTY WEB SITE
____ POSTAL MAIL PRE-SOLICITATION NOTICE
____ E-MAIL PRE-SOLICITATION NOTICE
____ OTHER (PLEASE SPECIFY)

ALL PRICING SHALL BE SUBMITTED ON THE SAME CD AS THE BID AND FORMATTED IN EXCEL '2003.
BIDS WILL NOT BE ACCEPTED WITHOUT THE ACCOMPANYING CD IN YOUR SUBMITTAL. ANY
RESPONSE NOT CONTAINING THE REQUIRED CD MAY BE CONSIDERED NON-RESPONSIVE AND NOT
CONSIDERED FOR EVALUATION OR CONTRACT AWARD.

ATTACHMENT A
PRICING

1.0 PRICING:

<u>ITEM DESCRIPTION</u>	<u>ESTIMATED MONTHLY USAGE</u>	<u>ITEM SIZE</u>	<u>CASE SIZE</u>	<u>UNIT PRICE</u>	<u>CASE PRICE</u>
1.1 1/2 ounce bar soap or 14.175 grams, unwrapped (0102610)	225 cases			\$	\$

ATTACHMENT B

AGREEMENT

Respondent hereby certifies that respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

MINORITY/ WOMEN-OWNED SMALL BUSINESSES (check appropriate item):

☐ Disadvantaged Business Enterprise (DBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Minority Business Enterprise (MBE)
☐ Small Business Enterprise (SBE)

RESPONDENT SUBMITTING PROPOSAL

FEDERAL TAX ID NUMBER

PRINTED NAME AND TITLE

AUTHORIZED SIGNATURE

ADDRESS

TELEPHONE

FAX #

CITY STATE ZIP

DATE

WEB SITE: _____

EMAIL ADDRESS: _____

MARICOPA COUNTY, ARIZONA

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

BY: _____
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

DEPUTY MARICOPA COUNTY ATTORNEY

DATE

ATTACHMENT C

CONTRACTOR REFERENCES

RESPONDENT SUBMITTING BID: _____

1. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

2. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

3. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

4. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

5. COMPANY NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TELEPHONE: _____ E-MAIL ADDRESS: _____

EXHIBIT 1

VENDOR REGISTRATION PROCEDURES

On-line Vendor Registration at Maricopa County is available NOW!

On November 22, 2004, Maricopa County changed its vendor registration process. Paper forms will no longer be accepted. Vendor registrations will only be accepted through the active website. Register at <http://www.maricopa.gov/Materials/>

The new process will give you full control over your organizational information. Please be advised however that you are now directly responsible for the presence and accuracy of your company's information.

Vendors currently registered in our system who have changes to their information or have not registered online must establish a new account via the above web site link. Materials Management will no longer post changes to existing vendor records.

Procurement vendors: Be sure to select those commodity codes that best represent the commodities and or services provided by your organization. Non-procurement registrants may ignore the commodity portion.

Registration is **FREE**. You may use any computer with web access for registration, record updating and maintenance.

If you have any questions, email us at VendorReg@mail.maricopa.gov.